

5831  
1 BILL NO. S-77-10-30

2 SPECIAL ORDINANCE NO. S-221-77

3  
4 AN ORDINANCE approving a contract with  
5 Little Turtles Territories, Inc., for  
6 construction of a sanitary sewer.

7  
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
9 FORT WAYNE, INDIANA:

10 SECTION 1. That the contract dated October 19, 1977,  
11 between the City of Fort Wayne, by and through its Mayor and  
12 the Board of Public Works and Little Turtles Territories, Inc.,  
13 for:

14 WHEREAS, the Developer desires to construct a sanitary sewer described  
15 as follows:

16 Main - 1

17 Commencing at existing manhole #39 of Res. #272 (St. Joe Interceptor)  
18 located 15+ LF North of and 20+ East of the Southwest corner of Lot  
19 35 of Fallen Timbers, Section "B"; then Northeasterly 230+ LF to  
20 proposed manhole #1 located 12+ LF South of the Northeast corner of  
21 said Lot 35; thence Northerly 730+ LF within the right of way of  
22 St. Clair's Retreat to a manhole located 88+ LF East of the North-  
23 east corner of Lot 47 of Fallen Timbers Section "B"; thence West  
24 along the North line of said Lot 47 210+ LF terminating at a pro-  
25 posed manhole located 10+ LF East of the Northwest corner of said  
26 Lot 47.

27 Lateral #1-A

28 Commencing at manhole #2 of lateral #1 located 27+ LF South of the  
29 centerline intersection of St. Clair's Retreat and Blue Jacket Run;  
30 thence West within the right of way of Blue Jacket Run 390+ LF  
31 terminating at a proposed manhole located 15+ LF East of and 10+  
32 LF South of the Northeast corner of Lot #40 of Fallen Timbers Addi-  
33 tion, Section "B".

34 Lateral #1-B

35 Commencing at proposed manhole #1 of main #1 located 12+ LF South  
36 of the Northeast corner of Lot 35 of Fallen Timbers Addition, Sec-  
37 tion "B"; thence Easterly 140+ LF terminating at a proposed clean-  
38 out located 12+ LF South of and 10+ LF East of the Northeast cor-  
39 ner of said lot #35.

40 Main #2

41 Commencing at an existing manhole located 110+ LF West of and 80+ LF  
42 South of the Southwest corner of Lot #20 of Fallen Timbers Addition,  
43 Section "B"; thence Northeasterly 125+ LF to a proposed manhole loc-  
44 ated 16+ LF South of the Southwest corner of said Lot 20; thence East  
45 490+ to a proposed cleanout located 8+ LF South of and 5+ LF East of  
46 the Southwest corner of Lot 24 of Fallen Timbers Addition, Section "B".

47  
48 APPROVED AS TO FORM  
49 AND LEGALITY,  
50

*M. J. Rose*  
51 CITY ATTORNEY

1 for a total cost of \$41,227.81, of which the City of Fort Wayne  
2 will pay for oversizing \$15,219.60, all as more particularly set  
3 forth in said contract which is on file in the Office of the  
4 Board of Public Works and is by reference incorporated herein,  
5 made a part hereof and is hereby in all things ratified, confirm-  
6 ed and approved.

7 SECTION 2. This Ordinance shall be in full force and  
8 effect from and after its passage and approval by the Mayor.  
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15 Councilman

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Read the first time in full and on motion by D. Schmidt, seconded by

Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 10-25-77

Charles W. Westerman

CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED ~~(VOTED)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	—	—	—	—
<u>BURNS</u>	<u>✓</u>	—	—	—	—
<u>HINGA</u>	<u>✓</u>	—	—	—	—
<u>HUNTER</u>	<u>✓</u>	—	—	—	—
<u>MOSES</u>	<u>✓</u>	—	—	—	—
<u>NUCKOLS</u>	<u>✓</u>	—	—	—	—
<u>SCHMIDT, D.</u>	<u>✓</u>	—	—	—	—
<u>SCHMIDT, V.</u>	<u>✓</u>	—	—	—	—
<u>STIER</u>	<u>✓</u>	—	—	—	—
<u>TALARICO</u>	<u>✓</u>	—	—	—	—

DATE: 11-8-77

Charles W. Westerman

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8-231-77 on the 8th day of December, 1977  
ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 8th  
day of November, 1977, at the hour of 11:45 o'clock A.M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 10th day of November, 1977  
at the hour of 10:00 o'clock

Robert C. Thompson  
MAYOR

Bill No. S-77-10-30

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance  
approving a contract with Little Turtles Territories, Inc., for  
construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

*Winfield C. Moses Jr.*

*Donald J. Schmidt*

*Vivian G. Schmidt*

*Paul M. Burns*

*Samuel J. Talarico*

CONCURRED IN

DATE 11-8-77

CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

To Board of Works Date October 14, 1977  
From Philip R. Boller, P. E.  
Subject Fallen Timbers, Section "B"

COPIES TO:

Enclosed for your and councilmanic review, approval and execution is a special sewer extension permit to serve subject development. Considering that Fallen Timbers, Section "B" is completely owned by the Developer, Robert E. Henninger, we are not requiring a performance bond. However, we shall receive a maintenance bond in the amount of 25% of the value of the construction work at the time the completion affidavit is submitted.

If you have any questions, please contact Duane Embury.

Very truly yours,

Philip R. Boller, P.E.  
Chief Water Pollution Control Engineer

PRB/DE/rh  
encl.



ENGINEERING DEPARTMENT

CITY-COUNTY BUILDING  
ONE MAIN STREET

FORT WAYNE, INDIANA 46802

Date October 14, 1977

I, Robert E. Henninger, representative for  
Little Turtle Territories, Inc., hereby agree to any and  
all reasonable sewer inspection fees that may be incurred at  
FALLEN TIMBERS, SECTION "B"

Work Request No. \_\_\_\_\_

Please invoice me at 9999 Coldwater Road, Fort Wayne, Indiana 46815  
(address)

ACKNOWLEDGMENT

STATE OF INDIANA)  
                          )SS:  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this \_\_\_\_\_  
day of \_\_\_\_\_, 197\_\_\_\_\_, personally appeared \_\_\_\_\_, and acknowledged said instrument to be \_\_\_\_\_  
voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

engineering department

7th floor

Date: October 14, 1977

Inv/B.O.No.: \_\_\_\_\_

Gentlemen:

This is to certify that permission is hereby granted to John Hartman Construction Co. for the construction of a sanitary sewer in accordance with plans and specifications which are approved and on file in the Office of the Chief W.P.C. Engineer for City Utilities having a project title known as:

FALLEN TIMBERS, SECTION "B"  
(Project Title)

The construction work will be performed by John Hartman Construction Company  
(Contractor)

on the project which is more specifically described below:

Main#1: Commencing at existing manhole #39 of Res.#272 (St.Joe Interceptor) located 15+LF North of and 20+LF East of the Southwest corner of Lot 35 of Fallen Timbers, Section "B"; then Northeasterly 230+LF to proposed manhole #1 located 12+LF South of the Northeast corner of said Lot 35; thence Northerly 730+LF within the right of way of St.Clair's Retreat to a manhole located 88+LF East of the Northeast corner of Lot 47 of Fallen Timbers Section "B" thence West along the North line of said Lot 47 210+LF terminating at a proposed manhole located 10+LF East of the Northwest corner of said Lot 47.  
Lateral #1-A: Commencing at manhole #2 of lateral #1 located 27+LF South of the centerline intersection of St. Clair's Retreat and Blue Jacket Run; thence West within the right of way of Blue Jacket Run 390+LF terminating at a proposed manhole located 15+LF East of and 10+LF South of the Northeast corner of Lot #40 of Fallen Timbers Addition,Section "B".

Lateral #1-B: Commencing at proposed manhole #1 of main #1 located 12+LF South of the Northeast corner of Lot 35 of Fallen Timbers Addition,Section "B"; thence Easterly 140+LF terminating at a proposed cleanout located 12+LF South of and 10+LF East of the Northeast corner of said lot #35.

Main #2: Commencing at an existing manhole located 110+LF West of and 80+LF South of the Southwest corner of Lot #20 of Fallen Timbers Addition,Section "B"; thence North-easterly 125+LF to a proposed manhole located 16+LF South of the Southwest corner of said Lot 20; thence East 490+ LF to a proposed cleanout located 8+LF South of and 5+LF East of the Southwest corner of Lot 24 of Fallen Timbers Addition,Section "B".

All the aforementioned mains and laterals shall be either 8" or 12" in diameter.



The Contractor agrees to supply any and all permits, licenses, required by ordinance, statute, or Federal Law, and insurance coverages against liability for damages resulting from injuries to persons or property incident to the work herein contemplated, and will hold the City free and harmless from any and all such claims.

It is understood that the above described sewer will be constructed in accordance with the specifications which have been approved by the Chief Water Pollution Control Engineer and to his entire satisfaction. Also, the Board of Public Works shall be notified whenever work is started on the above described sewer and that the City of Fort Wayne, Indiana, will be in no way held responsible for the payment of the work as set forth above, or for any part of such work other than hereinafore agreed.

The Contractor warrants his workmanship and all materials used in the work and agrees during the guarantee period specified he will, at his own expense, make all repairs which may become necessary by reason of improper workmanship or defective materials. Such maintenance, however, shall not include any damage to the pavement or to the foundation thereof or to any of the other items of work embraced by this contract resulting from any forces or circumstances beyond the control of the Contractor.

The Contractor shall furnish either a PERFORMANCE BOND in the usual form for an amount equal to 0 % of the value of the work to be constructed or in lieu thereof submits a N/A. The value of the work to be constructed is \$ 40,000.00. The PERFORMANCE BOND or its acceptable substitute shall be furnished to the Board of Public Works with this permit. Furthermore, the Contractor shall furnish a MAINTENANCE BOND to run for one (1) year after the sewer has been accepted by the City for an amount equal to 25 % of the value of the work to be constructed. The MAINTENANCE BOND shall be furnished to the Board of Public Works at the time the Contractor files his Completion Affidavit.

The Contractor agrees to complete the construction of this project within 180 days and shall file a COMPLETION AFFIDAVIT within 30 days after construction is completed. The Contractor further agrees to make any and all corrections or alterations as required by the Chief Water Pollution Control Engineer to meet City Standards and Specifications. Said corrections shall be completed within 30 days. If Contractor fails to file a Completion Affidavit within the required time, or if he fails to make the corrections or alterations as requested to him in writing from the Chief Water Pollution Control Engineer, the City shall call in the bonding company to complete the project.

The work permitted herein will not be accepted on the part of the City without payment of all engineering and inspection expenses incurred by, or on behalf of the City, and all licenses and permit fees are paid. If said expenses are not paid within a reasonable time, the City shall have the right to either disconnect or plug the above described sewer at its outfall. The cost incurred by the City for both the disconnection and the reconnection shall be paid in full by either the Contractor or the Developer.

Until the above described sewer is accepted by the City of Fort Wayne, both the Developer and the Contractor do hereby agree that no building sewers shall be connected to the above described sewer. Should building sewers be connected to the above described sewer, the City shall have the right to either disconnect or plug the above described sewer at its outfall. The cost incurred by the City for both the discon-

nection and the reconnection shall be paid in full by either the Contractor or Developer.

Both the Developer and Contractor hereby accept the conditions as set forth in this Sewer Construction Permit and do hereby agree to notify the inspection department 48 hours before construction is to commence.

By \_\_\_\_\_ Date \_\_\_\_\_, 19\_\_\_\_\_  
(Developer)

By \_\_\_\_\_ Date \_\_\_\_\_, 19\_\_\_\_\_  
(Contractor)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Board of Public Works:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk

AGREEMENT FOR

SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 19<sup>th</sup> day of October, 1977, by and between LITTLE TURTLES TERRITORIES, INC., hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Main - 1

Commencing at existing manhole #39 of Res. #272 (St.Joe Interceptor) located 15<sup>+</sup>LF North of and 20<sup>+</sup>LF East of the Southwest corner of Lot 35 of Fallen Timbers, Section "B"; then Northeasterly 230<sup>+</sup>LF to proposed manhole #1 located 12<sup>+</sup>LF South of the Northeast corner of said Lot 35; thence Northerly 730<sup>+</sup>LF within the right of way of St. Clair's Retreat to a manhole located 88<sup>+</sup>LF East of the Northeast corner of Lot 47 of Fallen Timbers Section "B"; thence West along the North line of said Lot 47 210<sup>+</sup>LF terminating at a proposed manhole located 10<sup>+</sup>LF East of the Northwest corner of said Lot 47.

Lateral #1-A

Commencing at manhole #2 of lateral #1 located 27<sup>+</sup>LF South of the center-line intersection of St. Clair's Retreat and Blue Jacket Run; thence West within the right of way of Blue Jacket Run 390<sup>+</sup>LF terminating at a proposed manhole located 15<sup>+</sup>LF East of and 10<sup>+</sup>LF South of the Northeast corner of Lot #40 of Fallen Timbers Addition, Section "B".

Lateral #1-B

Commencing at proposed manhole #1 of main #1 located 12<sup>+</sup>LF South of the Northeast corner of Lot 35 of Fallen Timbers Addition, Section "B"; thence Easterly 140<sup>+</sup>LF terminating at a proposed cleanout located 12<sup>+</sup>LF South of and 10<sup>+</sup>LF East of the Northeast corner of said lot #35.

Main #2

Commencing at an existing manhole located 110<sup>+</sup>LF West of and 80<sup>+</sup>LF South of the Southwest corner of Lot #20 of Fallen Timbers Addition, Section "B"; thence Northeasterly 125<sup>+</sup>LF to a proposed manhole located 16<sup>+</sup>LF South of the Southwest corner of said Lot 20; thence East 490<sup>+</sup>LF to a proposed cleanout located 8<sup>+</sup>LF South of and 5<sup>+</sup>LF East of the Southwest corner of Lot 24 of Fallen Timbers Addition, Section "B".

Said sewer to be 8" and 12" in size in accordance with plans, specifications and profiles hereinafter submitted to the City, now on file in the office of

the Chief Water Pollution Control Engineer of the City Utilities of the City and titled as FALLEN TIMBERS, SECTION "B", which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas and hereinafter referred to as "Sewer".

WHEREAS, the total cost of construction of said sewer is represented to be \$41,227.81 composed of \$15,219.60 for oversizing construction costs; and \$26,008.21 for local construction costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to let within sixty (60) days after required City approval. All work and materials shall be subject to inspection by and the right of the City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the Sewer system of the City until all inspection fees are paid in full by the Developer and the final acceptance is issued by the City. Upon completion, said Sewer shall become the property of the City and City shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by the City, and all further maintenance shall be borne by the City.

2. COST OF CONSTRUCTION

The total cost of construction shall be divided as follows:

- a. The local construction cost including engineering services shall be provided by the Developer at no cost to the City.
- b. The cost of the oversizing construction is based upon a Bid amount for the entire 12" Sewer Line from Station 0+00 to Station 11+70 less the bid amount for the entire 8" Sanitary from Station 0+00 to Station 11+70 of Sanitary Main #1. Furthermore, in consideration for the oversizing payment due the Developer in the amount of \$15,219.60, the Developer agrees to accept the following credits on fees, assessments,etc. due the City:

1. The acreage assessment due on Res. 61-140-11 for FALLEN TIMBERS, SECTION "B", which is as follows:

Total acreage in FALLEN TIMBERS, SECTION "B" is 29.28 acres and the acreage in the streets is 3.786 acres which leaves a net of 25.494 acres for assessment. Therefore, 25.494 acres at \$475.00 per acre equals a credit of \$12,109.65 to the Developer.

2. The local assessment due on Res. 61-140-11 for FALLEN TIMBERS,

SECTION "B" is as follows:

The local sewer assessment for the interceptor through Lots 28, 39, 40 and 41 of FALLEN TIMBERS ADDITION, SECTION "B" is hereby waived which leaves a net of 736.5 lineal feet for assessment. Therefore, 736.5 lineal feet @ \$3.00 per foot equals a credit of \$2,209.95 to the Developer.

3. The building sewer permit fee due for the 30 residential lots in FALLEN TIMBERS, SECTION "B" is as follows:

The thirty (30) lots at \$30.00 per lot equals a credit of \$900.00 to the Developer.

3. CHARGE AGAINST EXCESS AREA (Reference Exhibit "A")

Said sewer, when constructed, will also serve a portion of the additional or excess 425 acres area as shown, located within the Northeast 1/4 of the N.E. 1/4 Section 2, Township 31 North, Range 12 East, N 1/2 Northwest 1/4 Section 1, Township 31 North, Range 12 East and Section 33, Township 32 North Range 12 East. In the event any present or future owner of said described excess area shall at any time after the date of this Agreement desire to use said Sewer or any extension thereof, whether by direct tap or through the extension of connection of lateral or local lines to service such land, the City shall receive an area connection fee for the construction of said Sewer, in the amount of \$50.00 per acre. This is in addition to the \$475.00 per acre area connection fee due City for Res. 61-140-11 recorded by instrument No. 74-22909.

4. AREA OF DEVELOPER

Said Sewer when accepted by the City will serve a portion of the following described real estate: that land platted as FALLEN TIMBERS, SECTION "B" located within the Northwest 1/4 of Section I, Washington Township, in the Northeast 1/4 of Section 2, Washington Township containing a gross acreage of 29.28 acres.

As the Developer will pay for the total cost of construction of said Sewer in accordance with Item #2 above, as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said Sewer by the present or future owners of said real estate, only as to such standard monthly sewage treatment charges as are customarily charged by the City for connections to City Sewer mains and treatment of sewage therefrom.

5. FUTURE USE OF SEWERS

In the event any present or future owners of said described excess area shall at any time after the date of this Agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension of connection of lateral or

local lines to service such land, the City shall receive a connection fee of \$475.00 per acre area connection fee due City for Res. 61-140-11 recorded by Instrument 74-22909.

6. BOND

This contract is subject to Developer furnishing a satisfactory Maintenance Bond for 25% of the total cost of construction of said sewer which shall guarantee said Sewer against defects for a period of one year from the date of final acceptance of said Sewer by the City.

7. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owners of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated water.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Section 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof, Pursuant to Burns Indiana Statutes Anno. I. C. 19-2-7-16, 17 and 18.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instruments from the Developer,

his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County's Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City has hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

#### 10. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first written above.

DEVELOPER:  
LITTLE TURTLES TERRITORIES, INC.

By: \_\_\_\_\_  
Robert S. Henniger, President

STATE OF INDIANA )  
                      )  
                      ) SS  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, this day of \_\_\_\_\_, 197\_\_\_\_\_, personally appeared LITTLE TURTLES TERRITORIES, INC., an Indiana Corporation, by Robert S. Henniger, its President and acknowledged the execution of the foregoing Agreement for Sewer Extension to be the voluntary act and deed of said corporation, and of said officers, for the uses and purposes therein contained. WITNESS my hand and official seal.

My Commission Expires:

\_\_\_\_\_  
Notary Public

CITY OF FORT WAYNE

By: \_\_\_\_\_  
(Robert Armstrong), Mayor

BOARD OF PUBLIC WORKS

By: \_\_\_\_\_  
(Henry Wehrenberg), Chairman

ATTEST:

By: \_\_\_\_\_  
(Ethel LaMar), Member

Clerk

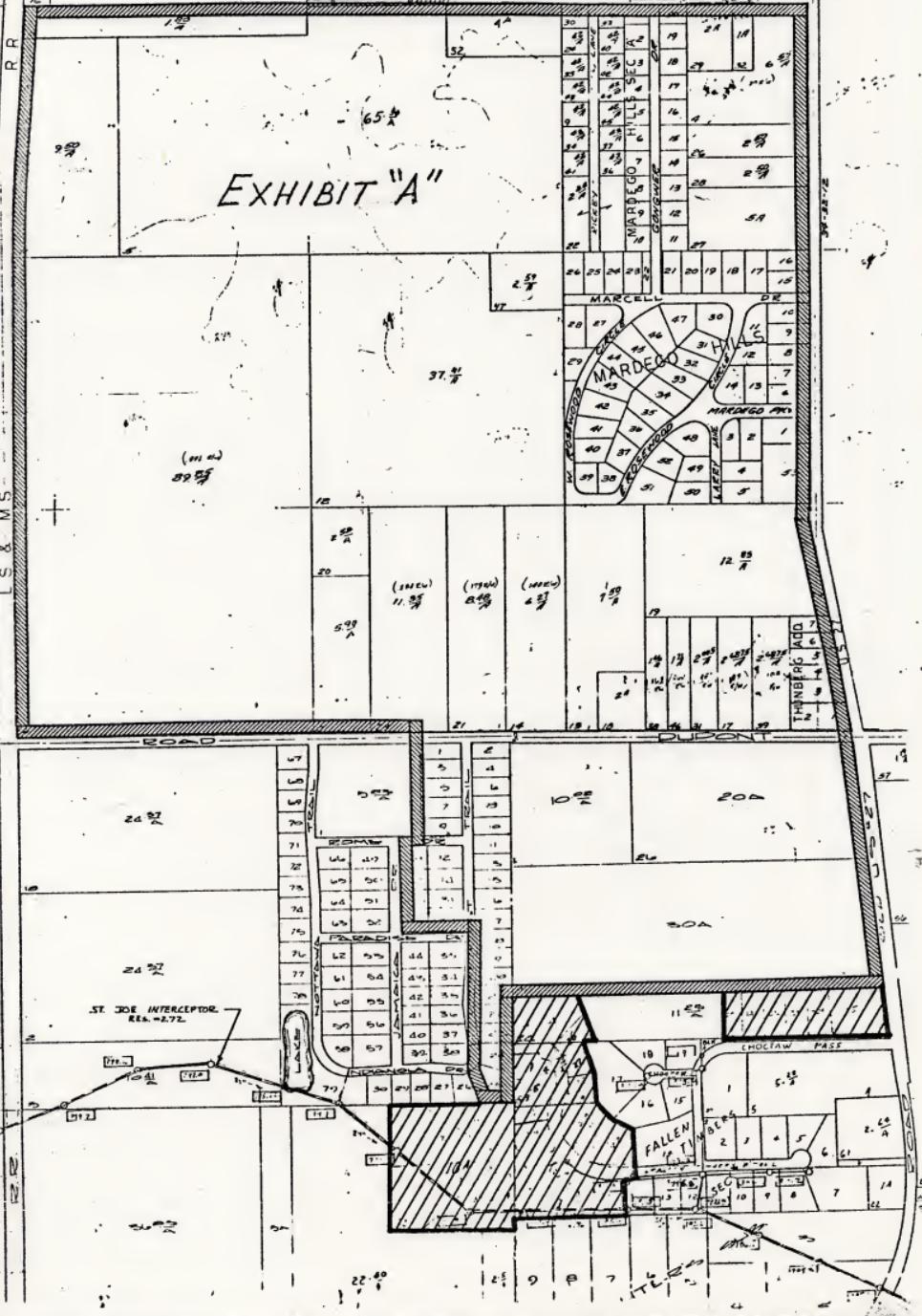
By: \_\_\_\_\_  
(Max G Scott), Member

## LEGEND

EXCESS BENEFITTED  
AREA

AREA OF DEVELOPER  
( FALLEN TIMBERS )  
( SECT. "B" )

EXHIBIT "A"



REB 3831

ITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION - LITTLE TURTLES TERRITORIES,  
INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 8-77-10-30

YNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION WITH LITTLE TURTLE TERRITORIES, INC.

FALLEN TIMBERS, SECTION "B"

(SEE ATTACHED AGREEMENT FOR SEWER EXTENSION)

EFFECT OF PASSAGE INSTALLATION OF SANITARY SEWER, FALLEN TIMBERS, SECTION "B"

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SANITARY SEWER EXTENSION

ONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) TOTAL COST OF PROJECT \$41,227.81 - BREAKDOWN

AS FOLLOWS: \$15,219.60 CITY COST FOR OVERSIZING - \$26,000.21 DEVELOPER'S COST

(ACREAGE ASSESSMENT \$12,109.65

CREDITS IN LIEU OF CITY PAYMENT (LOCAL ASSESSMENT \$2,209.95

(BLDG SEWER PERMIT FEE 900.00

SSIGNED TO COMMITTEE \$15,219.60

*Public Works*